

## **BID SOLICITATION NOTICE**

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BID ("RFB") FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, THE AUTHORITY REQUESTS THAT THE BIDDER COMPLETE THIS FORM AND RETURN IT TO THE PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT, EVEN WHEN A BIDDER IS DOWNLOADING THE RFB. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS.

### **THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

New Jersey Turnpike Administrative Offices  
P.O. Box 5042  
581 Main Street  
Woodbridge, New Jersey 07095-5042  
Tel. - 732-750-5300 Ext. 8632 Fax - 732-750-5399

TITLE: **INSTALLATION & REPAIR OF FENCING & RELATED ITEMS**

BID NO: **RM-110112**

DUE DATE: **9-11-14**

TIME: **11:00 AM**

**SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS**

#### BIDDER INFORMATION (PLEASE PRINT)

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

**THE NEW JERSEY TURNPIKE AUTHORITY**  
**PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

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**(TO BE COMPLETED BY THE BIDDER)**

Please Print

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO

\_\_\_\_\_  
BUSINESS CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL

\_\_\_\_\_  
OTHER (SPECIFY) \_\_\_\_\_

## SECTION I

### A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the (“Roadways”).

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

## B. BIDDER GUIDELINES/CHECKLIST

### BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. The Request of Bid ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:
  - (a) Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety ☒
  - (b) Stockholder/Partnership Disclosure Statement ☒
7. See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

**The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**

- (a) State of New Jersey Division of Revenue Business Registration Certificate ☒
- (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒
- (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒
- (d) Public Works Contractor Registration Certificate(s) (if applicable) ☒
- (e) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
- (f) Signed Mandatory Equal Employment Opportunity Language ☒
- (g) SBE/WBE/MBE Certificates and Form ☒
- (h) Vendor Disclosure Form (EO129-Location of Services) ☒
- (i) Notice of Set-Off for State Tax (P.L. 1999, c 159) ☒
- (j) Automobile Insurance Liability Waiver ☐
- (k) Insurance Certificate ☒
- (l) Disclosure of Investment in Iran ☒
8. Bidder must sign Bid ☒
9. Three year Open Option Clause ☐

## SECTION II

### A. INTENTION

1. Sealed Bids for RM-110112 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this "RFB" at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement: INSTALLATION & REPAIR OF FENCING & RELATED ITEMS.
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for "one year with the option to extend for two additional one-year terms at the Authority's discretion and the vendor's concurrence".
6. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 or [jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@turnpike.state.nj.us)

### B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, "Bid Documents").
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department ("PMM") in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Written requests can be submitted by FAX at 732-750-5399.
3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.
4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where “exceptions” are permitted.

5. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the proposal on items other than what is specified, and wishes the items proposed to be considered as an “Approved Equivalent”, the Bidder shall enter a price on the Bid sheet then submit on the Exception Sheet in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

### C. BASIS OF AWARD

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected. The bid will be awarded to the bidder who supplies the lowest total cost for ALL LINE ITEMS # 1 THROUGH # 29 as listed in the bid. ADDITIONAL ITEMS ARE REQUIRED BUT WILL NOT BE USED FOR THE BASIS OF AWARD.**
2. **Bidders must quote only one price per line item. If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsive Bidder for the total line items Bid.

## D. MISCELLANEOUS

1. Delivery Date \_\_\_\_\_  
(Insert if applicable)
2. Payment Terms: The Authority's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.  
  
Discount: Maximum time period \_\_\_\_\_  
Percentage \_\_\_\_\_  
  
Note: Although prompt payment discounts will not be considered in determining low Bid, the Authority reserves the right to take advantage of any such discounts offered.
3. The successful bidder will be required to provide a contract bond if stated in the specifications and **(if awarded) 5 % of contract amount.**

## **REQUEST FOR QUOTATION**

### **MATERIAL AND SERVICE DESCRIPTION**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT OF MEAS.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL DOLLAR AMOUNT</b>
1	250'	LINEAR FOOT	FENCE, CHAIN, LINK, COMPLETE, INSTALL, 4' HIGH ALUMINUM COATED PER SPECIFICATIONS	\$	\$
2	250'	LINEAR FOOT	FENCE, CHAIN, LINK, COMPLETE, INSTALL, 4' PVC COATED PER SPECIFICATIONS	\$	\$
3	4,000'	LINEAR FOOT	FENCE CHAIN, LINK, COMPLETE INSTALL 7' HIGH ALUMINUM COATED PER SPECIFICATIONS	\$	\$
4	1,500'	LINEAR FOOT	FENCE CHAIN, LINK, COMPLETE INSTALL 7' HIGH PVC COATED PER SPECIFICATIONS	\$	\$
5	1,500'	LINEAR FOOT	FENCE, CHAIN, LINK, COMPLETE INSTALL 8' HIGH ALUMINUM COATED PER SPECIFICATIONS	\$	\$
6	800'	LINEAR FOOT	FENCE, CHAIN, LINK, COMPLETE INSTALL 8' HIGH PVC COATED PER SPECIFICATIONS	\$	\$
7	750'	LINEAR FOOT	FENCE, CHAIN, LINK, COMPLETE INSTALL 8' HIGH ALUMINUM COATED WITH TOP RAIL PER SPECIFICATIONS	\$	\$
8	750'	LINEAR FOOT	FENCE, CHAIN, LINK INSTALL, REPLACE 4' HIGH FABRIC ONLY, ALUMINUM COATED PER SPECIFICATIONS	\$	\$
9	500'	LINEAR FOOT	FENCE, CHAIN, LINK INSTALL, REPLACE 4' HIGH FABRIC ONLY, PVC COATED PER SPECIFICATIONS	\$	\$
10	1,500'	LINEAR FOOT	FENCE, CHAIN, LINK, INSTALL, REPLACE 7' HIGH FABRIC ONLY, ALUMINUM COATED PER SPECIFICATIONS	\$	\$
11	1,000'	LINEAR FOOT	FENCE, CHAIN, LINK, INSTALL, REPLACE 7' HIGH FABRIC ONLY, PVC COATED PER SPECIFICATIONS	\$	\$

ITEM	QTY	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
12	750'	LINEAR FOOT	FENCE, CHAIN, LINK, INSTALL, REPLACE 8'HIGH FABRIC ONLY, ALUMINUM COATED PER SPECIFICATIONS	\$	\$
13	500'	LINEAR FOOT	FENCE, CHAIN, LINK, INSTALL, REPLACE 8'HIGH FABRIC ONLY, PVC COATED PER SPECIFICATIONS	\$	\$
14	3750'	LINEAR FOOT	FENCE, REMOVE EXISTING AND ALL COMPONENTS PER SPECIFICATIONS	\$	\$
15	500'	LINEAR FOOT	FENCE, CHAIN LINK, ALUM., BRIDGE TYPE (WITH CURVED TOP), INSTALL, COMPLETE PER SPECIFICATIONS	\$	\$
16	500'	LINEAR FOOT	FENCE, CHAIN LINK, ALUMINUM, INSTALL BRIDGE TYPE (6'3" HIGH), COMPLETE AS PER BID SPECIFICATIONS	\$	\$
17	750'	LINEAR FOOT	HORIZONTAL BAR ON BRIDGE CURVED TOP FENCE, INSTALLATION. PER SPECIFICATIONS	\$	\$
18	250'	SQUARE FOOT	BRIDGE TYPE CAGING ALUMINUM, CHAIN LINK FENCE 4' - 6.3' HIGH INSTALL COMPLETE PER BID SPECIFICATIONS	\$	\$
19	250'	LINEAR FOOT	BRIDGE RAIL, REMOVE EXISTING AND ALL COMPONENTS	\$	\$
20	250'	LINEAR FOOT	BRIDGE FENCE, REMOVE EXISTING AND ALL COMPONENTS	\$	\$
21	250'	LINEAR FOOT	MEDIAN BARRIER CHAIN LINK FENCE, ALUMINUM COATED, 3' HIGH, 1" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE, AS PER BID SPECIFICATIONS	\$	\$
22	250'	LINEAR FOOT	MEDIAN BARRIER CHAIN LINK FENCE, ALUMINUM COATED, 4' HIGH, 1" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE, AS PER BID SPECIFICATIONS	\$	\$
23	250'	LINEAR FOOT	MEDIAN BARRIER CHAIN LINK FENCE, ALUMINUM COATED, 3' HIGH, 2" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE, AS PER BID SPECIFICATIONS	\$	\$
24	250'	LINEAR FOOT	MEDIAN BARRIER CHAIN LINK FENCE, PVC COATED, 3' HIGH, 1" MESH, 2 INCH SQUARE POSTS, INSTALL COMPLETE, AS PER BID SPECIFICATIONS	\$	\$
25	250'	LINEAR FOOT	MEDIAN BARRIER CHAIN LINK FENCE, ALUMINUM COATED, 6' HIGH, 1" MESH INSTALL COMPLETE AS PER BID SPECIFICATIONS	\$	\$



**REQUEST FOR QUOTATION**  
**MATERIAL AND SERVICE DESCRIPTION**  
**CONTINUED**

ITEM	QTY	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
26	1	EACH	48" GATE ALUMINUM COATED, SWING, INSTALLED	\$	\$
27	1	SQUARE FOOT	NON VEGETATIVE SURFACE, POLYESTER MATTING	\$	\$
28	1	EACH	84" GATE ALUMINUM COATED	\$	\$
29	1	EACH	96" GATE ALUMINUM COATED	\$	\$

**TOTAL OF LINES 1 THROUGH 29 \$ \_\_\_\_\_**

**Award will be made to the lowest, responsible bidder for the total items bid  
IN LINES 1 THROUGH 29 ONLY.**

**BIDDERS MUST BID ON THE FOLLOWING ITEMS**  
**OR THEIR BID MAY BE REJECTED**

QTY.	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE
1	EACH	FENCE LINE POST, NEW, INSTALL 4' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE LINE POST, NEW, INSTALL 7' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE LINE POST, NEW, INSTALL 8' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE CORNER POST, NEW, INSTALL 4' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE CORNER POST, NEW, INSTALL 7' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE CORNER POST, NEW, INSTALL 8' HIGH GALVANIZED PER SPECIFICATIONS	\$

# **REQUEST FOR QUOTATION** **MATERIAL AND SERVICE DESCRIPTION**

**BIDDERS MUST BID ON THE FOLLOWING ITEMS OR THEIR BID MAY BE REJECTED**

<b>QTY.</b>	<b>UNIT OF MEAS.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
1	EACH	FENCE GATE POST, NEW INSTALL 4' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE GATE POST, NEW INSTALL 7' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	FENCE GATE POST, NEW, INSTALL 8' HIGH GALVANIZED PER SPECIFICATIONS	\$
1	EACH	MEDIAN BARRIER CHAIN LINK FENCE END ASSEMBLY WITH BREAKAWAY POSTS ON APPROACH AND TRAILING ENDS, ALUMINUM COATED, 6' HIGH, 10' FENCE POST SPACING, INSTALL COMPLETE AS PER BID SPECS & PLAN	\$
1	EACH	MEDIAN BARRIER CHAIN LINK FENCE END ASSEMBLY WITH BREAKAWAY POSTS FOR APPROACH AND TRAILING ENDS, VINYL COATED 6' HIGH, 10' FENCE POST SPACING, INSTALL COMPLETE AS PER BID SPECS AND PLANS	\$
1	EACH	INTERMEDIATE MEDIAN BARRIER BREAKAWAY FENCE POSTS, SINGLE POST OF THE END TREATMENT DETAIL WITH TOP CABLE GUIDE. PER SPECIFICATIONS	\$
1	EACH	3 FOOT FENCING SLATS IN ALL COLORS. (GREEN, WHITE, TAN/BROWN, BLACK.)	\$
1	EACH	4 FOOT FENCING SLATS IN ALL COLORS. (GREEN, WHITE, TAN/BROWN, BLACK.)	\$
1	EACH	6 FOOT FENCING SLATS IN ALL COLORS. (GREEN, WHITE, TAN/BROWN, BLACK.)	\$

**REQUEST FOR QUOTATION**  
**MATERIAL AND SERVICE DESCRIPTION**

**BIDDERS MUST BID ON THE FOLLOWING ITEMS OR THEIR BID MAY BE REJECTED**

<b>UNIT OF MEAS.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
EACH	6.3 FOOT FENCING SLATS IN ALL COLORS. (GREEN, WHITE, TAN/BROWN, BLACK.)	\$
EACH	7 FOOT FENCING SLATS IN ALL COLORS. (GREEN, WHITE, TAN/BROWN, BLACK.)	\$
EACH	8 FOOT FENCING SLATS IN ALL COLORS. (GREEN, WHITE, TAN/BROWN, BLACK.)	\$
EACH	SURE LOC FABRIC FASTENERS	\$
HOURLY	FENCE, INSTALLATION / REPAIR EMERGENCY REQUESTS	\$

**CONTINUED ON FOLLOWING PAGE**

**THE PERCENTAGE DISCOUNT BOX BELOW WILL NOT BE FACTORED INTO THE DECISION FOR AWARD. THE AWARD WILL BE DETERMINED BY THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE LINE ITEMS BID.**

**PERCENTAGE DISCOUNT**

PLEASE LIST A DISCOUNT OFF ANY AND ALL MANUFACTURERS LIST PRICE FOR ANY AND ALL MISCELLANEOUS PARTS NOT LISTED IN THIS BID. THE DISCOUNT WILL BE GIVEN BY THE AWARDED BIDDER TO ANY AND ALL OTHER ITEMS PURCHASED BY THE AUTHORITY UNDER THIS CONTRACT. IF BIDDING ZERO, PLEASE MARK AS SUCH.

\_\_\_\_\_ %

**EXAMPLE OF PERCENTAGE DISCOUNT BOX ABOVE**

PLEASE LIST A DISCOUNT OFF ANY AND ALL MANUFACTURERS LIST PRICE FOR ANY AND ALL MISCELLANEOUS PARTS NOT LISTED IN THIS BID. THE DISCOUNT WILL BE GIVEN BY THE AWARDED BIDDER TO ANY AND ALL OTHER ITEMS PURCHASED BY THE AUTHORITY UNDER THIS CONTRACT. IF BIDDING ZERO, PLEASE MARK AS SUCH.

0 %

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX TO 732-750-5399 NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Andrea E. Ward  
Director, PMM Department

\_\_\_\_\_  
Name of Company

/ \_\_\_\_\_  
Authorized Signature of Bidder

## **E. SIGNATURE PAGE**

1. **ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

☐

**CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
3. **OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

4. **AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: # \_\_\_\_\_

### SECTION III

#### **NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: RM-110112**

**PROPOSAL TITLE: INSTALLATION & REPAIR OF FENCING & RELATED ITEMS**

If you do not choose to respond to this Bid, please complete the form below:

Name of Company\_\_\_\_\_

Reason you did not respond (Check all that apply)

\_\_\_\_\_ Cannot supply product or service

\_\_\_\_\_ Cannot meet technical specifications

\_\_\_\_\_ Cannot meet delivery specifications

\_\_\_\_\_ Cannot meet legal requirements  
(i.e. Bid/performance/security/insurance, etc.)

\_\_\_\_\_ Cannot provide a competitive price at this time

\_\_\_\_\_ Interested in receiving specifications for informational purposes only

\_\_\_\_\_ Insufficient lead time to respond

\_\_\_\_\_ Other:(please be specific) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Do you wish to remain on our mailing list?

\_\_\_\_\_Yes

\_\_\_\_\_No

Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed :(optional)\_\_\_\_\_

Company:\_\_\_\_\_

**Exception Form:** Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk

[illegible]

**Delivery Date Exception** \_\_\_\_\_

**Warranty Date Exception**\_\_\_\_\_

**Vendor's Name**\_\_\_\_\_

**Signature of Vendor Responsible Officer**\_\_\_\_\_

Date \_\_\_\_\_

## **SPECIFICATIONS**

### **RESPONSIBILITY OF THE CONTRACTOR**

This Contract is to provide fencing installation/repair resulting from prompt response by the Contractor to a call-out from a designated Authority representative in accordance with the time allowance and locations specified elsewhere herein. The necessary work performed shall be accomplished in a professional and expeditious manner. **All work performed shall be in accordance with New Jersey Turnpike Authority Standard Specifications.** These specifications can be found on the Turnpike web site by going to [www.state.nj.us/turnpike/](http://www.state.nj.us/turnpike/) and clicking on “Doing Business”; then clicking on “Construction”; then clicking on “Additional Forms for Construction Contracts”, then clicking on “NJTA 2004 Standard Specifications” and “NJTA 2004 Supplementary Specifications”.

Under this Contract, the successful Contractor shall be expected to provide and install various types of fencing on the Authority’s roadways, bridges, medians and building areas. The Contractor shall furnish material necessary for the transportation and installation of fencing. The successful Contractor shall be expected to begin all work within ten (10) working days of notice to proceed. The frequency that the Contractor shall be called upon to perform services cannot be predetermined. This should be considered by the Contractor during the estimating of his submitted prices.

The Authority reserves the right to perform any repair work within the limits of this Contract, whenever the Authority determines that such work is in the public’s best interest and safety.

Inquiries regarding the work after Contract award shall be directed to the Director of Maintenance or his appointed designee.

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract without the prior written approval of the Authority.

### **INCREASED OR DECREASED QUANTITIES**

Quantities shown in the Request for Bid (“RFB”) are approximate for bidding purposes only and the Authority reserves the right to increase or decrease quantities as needed during the periods of the Contract.

There shall be no price adjustments if the actual quantities of any items listed in the “RFB” are more or less than Proposal quantities. All prices shall remain as quoted and shall not be subject to increase for the duration of the contract.

### **CLEAN UP**

Before the contractor leaves each location, all areas occupied by the Contractor in connection with the work shall be cleaned of all unusable damaged materials, equipment, and all parts of the work shall be left in an acceptable condition.

No separate payment shall be made for cleaning up and all costs thereof shall be included in the prices bid for the various affected items scheduled in the Proposal.



## **CONTROL OF WORK**

### **COOPERATION WITH UTILITIES**

The Contractor, while performing any work within this contract, shall not affect any existing utilities. It shall be the sole responsibility of the Contractor to notify "One Call" at 1-800-272-1000 prior to any digging.

### **AUTHORITY AND DUTIES OF DIRECTOR OF MAINTENANCE OR APPOINTED DESIGNEE**

Subsequent to award of Contract, when a location is to be fenced, the Director of Maintenance or his designee shall notify the Contractor by telephone informing him of the following:

- (a) Concur with the contractor the time and date notification is being made.
- (b) The exact location of the work location.
- (c) The type of work to be under taken.
- (d) Provide a brief assessment of the apparent conditions of the location.
- (e) Work order number to bill against.

### **DUTIES OF THE CONTRACTOR**

In order to provide timely notification to the Contractor when work is required, the Contractor shall identify a responsible individual and maintain a continuous twenty-four (24) hour telephone service throughout the duration of the Contract. If the vendor is out-of-state, a toll free telephone number must be provided to the Authority.

After receiving notice for work required, the Contractor shall:

- (a) Confirm date and time of phone call from the Director of Maintenance or his appointed designee in writing.
- (b) Inspect the site(s) to determine the exact extent of the work to be done. No separate payment shall be made for this inspection and all costs therefore shall be included in the prices bid for various items scheduled in the proposal.
- (c) Furnish all supervision, planning, equipment, personnel, and materials necessary to complete the assigned work in a timely fashion.
- (d) Begin work within ten (10) days after receipt of verbal notification from the Director of Maintenance or his appointed designee.
- (e) Advise the Director of Maintenance or his appointed designee at least twenty-four (24) hours prior to the commencement of work.
- (f) Perform the work in a continuous operation until complete, except in adverse weather or unfavorable traffic conditions.

## **PROSECUTION AND PROGRESS**

### **MOBILIZATION**

Mobilization shall commence within ten (10) days of notice to proceed.

Once mobilized, the Contractor is expected to work on a continuous basis with the exception of adverse weather and/or traffic conditions and prohibited lane closing hours. The Authority will be responsible for all lane closings or traffic protection requirements.

### **TIME OF COMPLETION**

The term of the agreement shall commence on the date of the Purchase Order and shall terminate one (1) year from award date. The Authority reserves the right to make two (2) extensions of this Contract for not more than one (1) year each. If the extension is acceptable to the Contractor at the original prices and on the original terms, notice shall be given the Contractor by the Director of Maintenance in writing. A new contract bond shall be submitted by the Contractor to cover the period of the extension.

### **EXTENSIONS AND REDUCTIONS OF CONTRACT TIME**

Except where specifically provided in the Contract documents, the Contractor shall not make any claim for damages or additional compensation for any delay in or hindrance to the performance of this Contract occasioned by any act or omission to act by the Authority or any of its representatives, or for any of the reasons enumerated in this Subsection and agrees that any such claim shall be fully compensated for by an extension of Contract Time to complete performance of the work, except as same is modified by the provisions of P.L. 1994, c.80.

### **PAYMENT**

The Contractor's time will begin when he/she reports at the work site fully equipped, per specifications, to commence work. Due to factors beyond the control of the Authority, such as adverse weather conditions, and/or traffic conditions that prohibit necessary lane closings, or produces unsafe work conditions to the contractor, Authority personnel and or the motoring public, the Authority reserves the right to stop all work at its discretion and reschedule work completion on the next possible business day.

The Contractor shall submit a monthly invoice and Authority voucher covering all work performed during the preceding thirty (30) days. The invoice and voucher shall reference each individual job site and include a list of all locations addressed as well as the applicable contract prices. Any work authorized by the Director of Maintenance or his designee must be invoiced and vouchered separately.

All billing shall also include the work order number and job location by Milepost or Interchange number for the specific job as supplied to the Contractor by the Director of Maintenance or his appointed designee.

NOTE: No payment shall be processed unless both the Contractor's invoice and the Authority voucher are submitted to the New Jersey Turnpike Authority, Post Office Box 5042 Woodbridge, NJ 07095  
Attn: Disbursements.

## **GUARANTEE AGAINST DEFECTIVE WORK**

In addition to any other rights or remedies the Authority may have against the Contractor, its officers, employees, agents, subcontractors, fabricators and suppliers under other provisions of the Contract documents or as are otherwise allowed in law of equity, the following rights, remedies and obligations are imposed by this Subsection.

The Contractor warrants that work performed conforms to the Contract requirements and is free of any defect of equipment, material or design furnished or workmanship performed by the Contractor, or any of his subcontractors, fabricators, or suppliers at any tier. Such warranty shall continue for a period of one (1) year from the date of acceptance of the work. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect.

In addition, the Contractor shall remedy at his own expense any damage to the Authority owned or controlled real or personal property when that damage is a result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one (1) year from the expiration date of the Contract.

The Director of Maintenance or his appointed designee shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage. Should the Contractor fail to remedy the failure, defect or damage described in the first paragraph of this subpart within a reasonable time after receipt of the notice thereof, the Director of Maintenance or his appointed designee shall have the right to replace, repair or otherwise remedy such failure, defect of damage at the Contractor's expense.

## **TRAFFIC CONTROL**

### **MAINTENANCE AND PROTECTION OF TRAFFIC**

All maintenance and protection of traffic, including traffic control trucks with the mounted crash cushions, arrow boards, traffic cones, etc. required for this Contract shall be provided by the Authority when needed.

### **MEASUREMENT**

Fencing of the various kinds and sizes will be measured by the length, in place, at the bottom of fabric along the line of fence deducting the width of gates.

Gates and wing sections will be measured by the number of each kind and size installed by the Contractor.

## **MATERIAL SPECIFICATIONS**

### **909.02 Fasteners.**

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Fastener for structural connections anchorages and other similar connections shall conform to the following requirements:

#### **(A) HIGH-TENSILE-STRENGTH BOLTS, NUTS AND WASHERS.**

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High-tensile strength bolts, including suitable nuts and plain hardened washers shall conform to the requirements of either ASTM A325 or A490 except as modified by AASHTO Standard Specifications For Highway Bridges. Type 3 bolts, nuts and washers shall be furnished when used with low-alloy structural steel ASTM A588 or A709 Grade 50W. Bolt assembly testing and installation shall be done in accordance with the AASHTO Standard Specifications for Highway Bridges, Division II, Section 11. The required rotational-capacity tests shall be performed at the job site and by the manufacturer or distributor prior to shipping. Compressible-washer-type direct tension indicators conforming to ASTM F959 may be used for structural joints.

#### **(B) UNFINISHED BOLTS, NUTS, WASHERS AND CAP SCREWS.**

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Unfinished Bolts, Nuts, Washers and Cap Screws shall conform to the requirements of ASTM A307, Grade A. Circular washers of steel conforming to ASTM A36 shall be flat and smooth and shall conform to the requirements of ANSI B27.2.

#### **(C) STAINLESS STEEL BOLTS, U-BOLTS, J-BOLTS, NUTS, AND WASHERS.**

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Stainless steel headed bolts, U-bolts, J-bolts, and nuts shall be fabricated from material conforming to the requirements of ASTM A276, Type 304, Condition A, hot finished. Bolt heads and nuts shall conform to the dimension requirements of ANSI B18.2.1 and B18.2.2, as applicable. Washers shall be fabricated from stainless steel conforming to the requirements of ASTM A167, Type 304 with a No. 4 finish, and shall conform to the dimension requirements of ANSI B27.2. Bolt heads and nuts, unless otherwise noted on the Plans, shall be finished hexagon. Threads of bolts and nuts shall be Class 2, 2A, or 2B.

All stainless steel bolts, nuts, and washers shall be passivated in accordance with the requirements of Fed. Spec. QQ-P-358.

#### **(D) BIMETALLIC ANCHOR BOLTS.**

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Bimetallic Anchor Bolts shall be manufactured of stainless steel studs meeting the requirements of ASTM A276, Type 304 welded by an automatic or semi-automatic end-welding process to a mild steel anchor. The minimum diameter of the anchor and the nominal diameter of the stud shall, unless otherwise shown on the Plans, be 3/4 inch. The minimum tensile strength of the complete bimetallic anchor shall be 60,000  
nsi

#### **(E) EXPANSION ANCHORS.**

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Expansion Anchors shall be shield type meeting the requirements of Fed. Spec. FF-S-325, Group I, Type 1, Class 2, of the size shown on the Plans and subject to the Engineer's approval. Certified manufacturer's affidavit shall be furnished attesting to the pull and shear strength of the various types and sizes of the expansion anchors proposed to be used.

## **(F) ADHESIVE ANCHORS**

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Adhesive Anchors shall be galvanized steel anchor bolts conforming to the requirements of ASTM A36 or A307, or galvanized, high strength steel anchor bolts meeting the requirements of ASTM A325 or A449, set in drilled holes with an approved epoxy or polyester resin bonding agent. Where removable anchors are specified, the anchor bolt shall be Teflon coated prior to installation. Certified manufacturer's affidavit shall be furnished attesting to the pullout strength by proof loading to 90% of the yield of materials, of the various sizes and types of anchor bolts to be used

## **914.01 Chain Link Fence.**

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Chain link fence and gates shall be fabricated in accordance with the requirements of AASHTO M181 with the following additions or modifications:

### **(A) FENCE FABRIC.**

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Fence Fabric shall be composed of either aluminum coated steel wire, Type II or polyvinyl chloride (PVC) coated steel wire, Type IV, woven into a 2-inch mesh and the wire shall be No. 9 gage (0.148 inch) before coating.

PCV coated steel wire shall be dark green in color and the shade shall be subject to the approval of the engineer

### **(B) Line and End / Corner Fence Post Sections**

Line and End/Corner Fence Post Sections shall be roll-formed galvanized (2.0 oz./ft<sup>2</sup> zinc coating per ASTM A123) steel shapes conforming to the requirements of ASTM F 1043. Line posts shall be Group II with a minimum yield strength of 45,000 psi, 1 7/8 inch standard "C"-shaped posts, 2.4 lbs./ft or Group III with a minimum yield strength of 45,000 psi, 2 1/4 inch standard "H" shaped posts, 3.26 lb/ft, End corner posts shall be Group IA with a minimum yield strength of 50,000 psi, 2 7/8 inch diameter standard "Round Steel Pipe" posts, 5.79 lbs./ft or Group IC with a minimum yield strength of 50,000 psi, 2 7/8 inch diameter standard "Round Steel Pipe" posts, 3.25 lbs./ft.

### **(C) Rail Brace Sections**

Brace Rail Sections shall be galvanized (1.8 oz./ft<sup>2</sup> - zinc coating, per ASTM F1083) steel pipe conforming to the requirements of ASTM F1043, Group 1A. Brace rail posts shall be 1 1/2 inch outside diameter round pipe, 2.27 lbs/ft.

### **(D) Tension Wire**

Tension Wire shall be aluminum-coated steel wire with a minimum tensile strength of 80,000 psi. The aluminum coating shall be an aluminum alloy applied at the rate of not less than 0.40 oz. per square foot of uncoated wire surface.

### **(E) WIRE FABRIC TIES.**

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Wire Fabric Ties shall be aluminum-coated ductile steel wire. The aluminum coating shall be an aluminum alloy applied at the rate of not less than 0.40 oz. per square foot of uncoated wire surface.

### **(F) WIRE FABRIC TIES.**

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Barbed Wire shall be Type I, aluminum-coated steel barbed wire conforming to the requirements of ASTM A585.

**(G) CAPS.**

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Caps shall be provided at the tops of all circular posts and shall be made to provide a drive fit over the outside of the section to exclude moisture. Caps shall not be furnished for H-shaped sections. When barbed wire is required to be installed along the top of fence, extension arms shall be provided with means for passing the barbed wire strands.

**(H) NUTS.**

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Nuts upon installation shall be made vandal-resistant by burring the exposed bolt threads.

**(I) Drive Anchors.**

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Drive Anchors for H-beam line posts shall be fabricated from steel bars and pressed steel, of the type and size shown on the Plans, and shall be hot dip galvanized in accordance with the requirements of ASTM A123.

**(J) GATES.**

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Gates shall be equipped with approved latches, stops, suitable locking devices, and satisfactory provision for padlocking. Means shall be provided for securing and supporting the free ends of vehicular gates in the open position. Fabric used in the fabrication of the gates shall be of the same type and height as that of the fence within which the gate is installed. Hinges shall be of the pivot type, heavy and strong, with large bearing surfaces for clamping onto the posts, or equal. Hinges shall not twist or turn under the action of the gate, and shall be so arranged that a closed gate cannot be lifted off its hinges to obtain entry. Vehicular gates shall be capable of being operated easily by one person and shall be full 180-degree-opening swing type.

**(K) LOCKS.**

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Locks for both vehicular and pedestrian gates shall be an approved padlock type suitable for outdoor use.

**(L) CONCRETE.**

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Concrete for footings shall be Class D.

**914.03 Bridge Fencing.**

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Bridge fencing shall be in accordance with the following:

**(A) FABRIC.**

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Fabric shall be composed of individual aluminum coated steel wire pickets, helically wound and interwoven in the form of a continuous link fabric. The fabric shall conform to the requirements of AASHTO M181, Type II of No. 9 gage (0.148 inch) wire woven into a 1-inch mesh; the top and bottom selvages shall have a knuckled finish.

**(B) POSTS, RAILS AND FRAMES.**

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Line posts, end posts, top and bottom rails and wing frames, shall be aluminum sections conforming to the requirements of ASTM B221 for alloy 6061-T6, of the sizes and weights indicated on the Plans.

**(C) TIES.**

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Ties for fastening the fencing fabric to the posts and rails shall be No. 9 gage (0.148" diameter) aluminum wire conforming to the requirements of ASTM B211 for alloy 1100-H18.



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**(D) STRETCHER BARS.**

Stretcher bars shall be aluminum conforming to the requirements of ASTM B221 for alloy 6061-T6 and shall be of the size shown on the Plans.

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**(E) STRETCHER BAR BANDS.**

Stretcher bar bands, brace bands and U-clamps (including shims and bearing plates) for post mounting shall be aluminum conforming to the requirements of ASTM B209 for alloy 3003-H14.

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**(F) FITTINGS.**

Fittings for posts and rails shall be aluminum castings conforming to the requirements of ASTM B26 for alloy 713.0-T5.

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**(G) EXPANSION SLEEVES.**

Expansion sleeves shall be aluminum sections conforming to the requirements of ASTM B221 for alloy 6061-T6. Steel springs shall be hot-dip galvanized in accordance with the requirements of ASTM A123.

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**(H) HARDWARE.**

All bolts and nuts, other than anchor bolts embedded in concrete, shall be made from aluminum rod conforming to ASTM B211 for alloy 2024-T4. The finished bolts shall be given an anodic coating of 0.0002 inches (min.) in thickness and chromate sealed. Nuts shall be made vandal-resistant by burring the exposed bolt threads after nut installation. Washers for U-clamps shall be made from aluminum sheets conforming to ASTM B209 for alloy 3003-H14.

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**(I) ANCHOR BOLTS.**

Embedded anchor bolts shall, at the Contractor's option, be either stainless steel or bimetallic composition conforming to the following:

- (1) Stainless steel anchor bolts shall be fabricated from alloy steel conforming to the requirements of ASTM A276, Type 304;
- (2) Bimetallic anchor bolts shall be fabricated from a bimetallic composition whereby the portion of the bolt to be embedded in concrete is carbon steel conforming to the requirements of ASTM A36 and the portion of the bolt projecting beyond the face of concrete is stainless steel conforming to the requirements of ASTM A276, Type 304. The two components shall be welded together by an automatic or semi-automatic end welding process. The stainless steel component shall be of sufficient length to permit a minimum embedment of 1-1/2 inches into the concrete.

Stainless steel nuts shall conform to the requirements of ASTM F594, Alloy 304.  
Stainless steel washers shall conform to the requirements of ASTM A167, Type 304 with a No. 4 finish.  
Threads of all bolts and nuts shall be Unified Coarse Thread Series Class 2, 2A or 2 B.  
Unless otherwise shown on the Plans, bolt heads and nuts shall be finished hexagon conforming to ANSI B18.2.1 and B18.2.2.

**(J) ELECTRODES.**

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Electrodes for welding wing frame connections shall conform to the requirements of AWS A5.10; the type electrode shall be suitable for the alloys to be welded.

**511.03 Methods of Construction.**

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**(A) RIGHT-OF-WAY AND PERIMETER FENCING.**

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In general, the fence shall be set parallel to and 1 foot inside the right-of-way line. However, the exact location of the fence is subject to determination in the field by the Engineer. The Contractor shall stake out the line of the fence from the information shown on the Plans, and the fencing fabric shall be set on that line. The side of the fabric on which the posts shall be erected will be determined by the Engineer for each installation.

The term "corner post" shall mean a post occurring at a horizontal angle point in the line of fence together with the required bracing, constructed as indicated on the Plans.

The term "pull post" shall mean a post for maintaining fabric tension together with the required bracing, constructed as indicated on the Plans.

The Contractor's activities and operations for fencing along the right-of-way shall be confined to the area immediately adjacent to the right-of-way lines, and, as far as practicable, within the Authority's right-of-way.

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The Contractor shall be responsible for satisfactory arrangements for permits, as required by him from adjacent property owners, in performing the work.

The Contractor shall clear the area one foot on either side of the fence, or as otherwise directed by the Engineer. When the fence is to be constructed through a wooded area and insufficient access is provided by the Project's clearing and grubbing, a swath not to exceed 8 feet may be cleared inside the Turnpike right-of-way. Trees, having a caliper greater than 4 inches in the swath to be cleared or along the line of the fence, shall not be cut unless approved by the Engineer and when, in the opinion of the Engineer, adjustment of the line of fence is not possible. Trees to be removed shall be cut flush with the finished ground. Stumps, trees, vegetation, and other materials resulting from



the erection of the fence shall be disposed of in accordance with the applicable requirements of Subsection 201.03.

When the Plans call for posts to be embedded in concrete, the footings shall be cast-in-place and shall be not less than the dimensions shown on the Plans.

Batching and mixing of concrete and equipment therefore shall conform to the requirements of Section 401, except as otherwise permitted by the Engineer. Hand mixing of concrete will be permitted where small quantities are to be mixed and when done to the satisfaction of the Engineer. No hand-mixed batch shall exceed 1/2 of a cubic yard. All batches exceeding 1/2 of a cubic yard shall be machine-mixed. Consistency shall meet the requirements of Section 401.

When the ground is firm enough to permit excavation of a hole to neat dimensions, the footing concrete may be placed without forms by completely filling the hole. In this case, the earth coming in contact with the concrete must be moistened to a depth of at least 2 inches prior to placing the concrete. Where the ground cannot be satisfactorily excavated to neat dimensions, forms shall be used. In this case, where the soil is not moist, not less than 1 gallon of water shall be placed in the bottom of the hole and as soon as this has been absorbed, the concrete shall be placed.

Prior to setting aluminum or aluminum coated posts in concrete footings, the outside surface of each post, from the bottom of the pipe to a height of 2 inches above the top of footing, shall be dipped in an approved aluminum bituminous paint and allowed to dry thoroughly before setting the post in the footing.

Concrete shall be placed promptly, expeditiously, and without segregation after mixing. Posts and other units shall be approximately centered in their footings. The Contractor shall consolidate and compact the concrete satisfactorily by tamping or vibrating. The top of all footings shall extend slightly above the ground line and shall be steel troweled to a smooth finish with a slope to drain away from the post. Exposed surfaces shall be rounded off.

Where forms are used, they shall be removed not later than 24 hours after placing the concrete and the excavation shall be immediately backfilled with moistened material placed in 4 to 6 inch layers and each layer solidly tamped.

Curing shall be either by placing not less than 4 inches of loosed earth, free from clods or gravel, over the top of the footing immediately after placing the concrete or by spraying all exposed surfaces after concrete has set with white pigmented curing compound. The curing compound and the methods of application shall conform to the requirements of Section 401, except that only one application shall be made.

All excess excavation from footings, including loose material used for curing, shall be disposed of in a manner satisfactory to the Engineer.

Posts, other than those shown on the Plans to be set in concrete footings, shall be driven into the ground to the depths indicated on the Plans. Driving equipment shall be fitted with a suitable protection device (cap or pad) to prevent damage or deformation to the post and damage to the zinc coating (if any) as a result of the driving operation.

When a post is driven to such depth that its top is below the required elevation, it shall be entirely pulled from the ground, the hole completely backfilled and the post redriven to the proper elevation.

After the post has been driven to the proper elevation, it shall be anchored, using drive anchors, in accordance with the details shown on the Plans.

Line posts for farm field fence shall be furnished with an approved anchor plate satisfactorily welded, or riveted with not less than 2 rivets, to the post to hold the post in proper alignment and plumb after driving.

Line posts shall be spaced as shown on the Plans. Spacing of posts shall be as uniform as practicable under local conditions. Additional posts shall be placed at each abrupt change in grade. As far as practical, the finished fence line grade shall be smooth and continuous.

Corner and pull posts for chain link fence shall have a horizontal brace and a tie rod on each side of the posts, extending and connected to the adjacent line posts. For farm field fence diagonal braces shall be anchored into the ground as shown on the Plans.

Each post shall be erected plumb. Posts shall be permanently positioned, anchored, and footing concrete firmly set before the fabric is placed. The tension wire, shall also be placed, stretched tight, and secured at ends and to all posts in a satisfactory manner before chain link fabric is placed. The ends of the fabric shall be secured in accordance with the details shown on the Plans.

The bottom of the fence fabric shall normally be placed a distance of 3 inches above the ground line; however, over irregular ground a minimum clearance of 1 inch and a maximum clearance of 6 inches will be permitted for a distance not to exceed 8 feet. The Contractor shall excavate as necessary to comply with these requirements.

The fabric shall be placed by securing one end and applying sufficient tension, by means of mechanical fence stretchers, to remove all slack before making attachments elsewhere. The fabric shall be fastened to the line posts and to the tension wire with tie wires as called for on the Plans.

Farm field fence fabric shall be placed by securing one end and applying sufficient tension to remove all slack before making permanent attachments elsewhere. The longitudinal wires shall be fastened to end corner and pull posts by wrapping the wires around the posts and tying the wire back on itself with not less than 1-1/2 twists tightly wrapped. Fence fabric shall be fastened to line posts with not less than six tie wires or clamps, except that where the line posts incorporates satisfactory provision for supporting and securing the fabric wire to the posts, the Engineer may approve such use in place of the wires or clamps.

Three strands of barbed wire shall be provided on chain link fence when shown on the Plans, tightly stretched to remove sag and firmly installed in the slots of the extension arms inclined away from Turnpike property on intermediate posts. Extension arms on end, corner, and gate posts shall be vertical.

The gates shall be carefully aligned with posts fully vertical. Where clamps are used for attaching hardware, they shall be made up tight. The bottom of each gate shall be not less than 3 nor more than 5 inches above the ground when closed and shall clear the ground by at least 3 inches at all points in its swing. The Contractor shall modify the existing grade within the area of swing, if necessary, to meet this requirement when directed by the Engineer. Stops with latches or other approved means for holding the gates open, and so placed as to prevent damage to the gate or fence by overswing, shall be provided for all gates. All gate stops shall be of the type shown on the Plans, or an alternate as approved by the Engineer and shall be set as shown on the Plans.

After the fencing installations are completed, the Engineer will inspect all components. Coatings which have been abraded to expose the base metal shall be repaired in accordance with the following:

- (1) Damaged zinc-coated (galvanized) surfaces shall be repaired in accordance with the provision of Subsection 403.16.
- (2) Aluminum coated surfaces shall be spot painted with a first coat of suitable primer and after this has thoroughly dried, with a second coat of an approved aluminum paint.
- (3) PVC coated surfaces shall be repaired, in accordance with the manufacturer's recommendation.

## **(B) BRIDGE FENCING.**

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Posts shall be carefully erected plumb and true to line and grade, so that rails will form smooth continuous curves following the line of the parapet. Posts shall be shimmed with aluminum shims and the elevations adjusted as necessary.

Posts shall be carefully centered as indicated on the Plans. Anchor nuts shall be drawn up tight, the bolts cut off 1/8" clear, bolt ends filed smooth, and the threads upset.

When field drilled holes for the anchors are indicated on the Plans, the Contractor shall exercise care in performing the drilling to prevent spalling or cracking of the concrete.

Anchor bolts shown on the Plans to be embedded in concrete shall be carefully set at the proper location and elevation by the use of properly supported templates, which will insure the correct positioning of the bolts during concrete placing operations.

Anchor bolts shown on the Plans to be embedded in concrete shall be carefully set at the proper location and elevation by the use of properly supported templates, which will insure the correct positioning of the bolts during concrete placing operations.

Top rails shall pass through the aluminum "T" casting on the top of each post, and secured by means of casting set screws once per length between expansion sleeves.

Bottom rails shall terminate at the bottom aluminum cross casting at each post. Top rail lengths shall be joined with expansion sleeves at the locations shown on the Plans or as designated by the Engineer; all other rail lengths shall be joined with sleeves. Splice sleeves will not be permitted in consecutive panels. Top rails shall be long enough to permit this. If carriage bolts are used for connection of rails to castings, only one square hole per bolt location will be permitted in the castings.

Horizontal braces shall be provided for each wing section, in accordance with the details on the Plans.

Diagonal braces shall be trussed from the end post back to the line post.

All braces shall be fastened with aluminum brace bands.

The fabric shall be erected by securing one end and applying sufficient tension to remove all slack before making attachments elsewhere.

Stretcher bars shall be used at each end post and in other locations as indicated on the Plans. While the fabric is under tension, it shall be fastened to line posts and to the top and bottom rails with wire ties spaced as shown on the Plans. All surfaces of the finished fence shall be thoroughly cleaned of grease, oil, or other deposits after erection.

Wing frames shall be welded at all joints to provide vandal-proof connections. Welding shall be done by the inert gas shielded arc method and no flux shall be used. All exposed welding shall be finished by grinding or filing to give a neat appearance.



Aluminum surfaces to be placed in contact with concrete shall be coated with aluminum impregnated caulking compound of an approved type, or shall be given a heavy coat of aluminum-pigmented alkaline-resistant bituminous paint conforming to Specification MIL-P-6883. The paint shall be applied without the addition of thinner. Care shall be exercised during the performance of the work to avoid staining concrete surfaces exposed to view.

Minor abrasions to the aluminum coating of the fence fabric shall be repaired by spot painting with a first coat of suitable primer and after this has thoroughly dried, with a second coat of an approved aluminum paint. When, in the opinion of the Engineer, the aluminum coating is excessively damaged, such damaged sections shall be replaced with new fabric at no additional compensation.

Sections of bridge fencing to be replaced under repair contracts shall meet all requirements for new bridge fencing.

**New Jersey Turnpike Authority**

**DRAFT CONTRACT**

THIS AGREEMENT, dated \_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, having principal offices located at \_\_\_\_\_ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate one (1) year therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Sheri Ann Czajkowski  
Secretary to the Authority

BY \_\_\_\_\_  
Joseph W. Mrozek  
Executive Director

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

BY \_\_\_\_\_  
Name  
Title

[Corporate Seal]